

PROBE

Will Go Deep Into Legislative Bribing

No One Will Escape On Any Technicalities

For Years Things Haven't Been Right In Legislature

But Heretofore No Efforts Have Been Put Forth

To Bring The Crooked Legislators To Bar Of Justice

Columbus, O., May 3—Ohio is fortunate to have at the head of the government at this time when there are rumors charging bribery of legislators, a skilled lawyer of unquestioned integrity, who has proven in the past to be an implacable foe of graft and grafters.

In Judson Harmon Ohio has a man at the helm in Columbus, whose knowledge of the law will enable him to handle the bribery charges in a manner that will prevent the guilty parties, if any, from escaping on legal technicalities. The probe will not be a partisan one. Governor Harmon has taken the position that the investigation of the bribery charges is broader than a party matter, and he will see that no guilty man escapes. Detectives charge that a little coterie of Democrats and Republicans, who have been fighting the Governor's measures accepted bribes. It was not confined to any one party, it seems.

For years it has been known that things were not right in the Ohio general assembly. Business men and manufacturers coming to Columbus in the interest of legislation have found that many legislators transacted business on a money basis. Raymond Burns, son of Detective William J. Burns, declares that the Ohio legislature is sensationally corrupt. "No bill has passed the legislature in Ohio for years that has not had its price," says Burns. Governor Harmon heard rumors of irregularity in the general assembly and he called upon Speaker Vining and other Representatives about the subject several days ago. It was rumored last year that a banker who asked a state senator to introduce a bill for competitive bidding on school funds was asked for a \$300 retainer.

Notwithstanding there have been rumors of bribery in the legislature year after year, not a single bona fide effort has ever been made to clean it up. The white wash brush has been vigorously wielded in the past. Republicans accused of grafting have been protected by either Republican governors or Republican general assemblies.

Governor Harmon and the Democratic general assembly, with the assistance of a Franklin county grand jury, will show the people that Democratic state officials will not turn their backs on graft charges when Democrats happen to be involved. If there are any Democratic grafters in office, they are just as offensive to Governor Harmon and honest Democratic general assemblies as are Republican grafters.

Republicans in power refused to stamp out grafting by protecting the grafters, but the present administration proposes to so thoroughly cleanse the atmosphere in the state house in Columbus, that business men will not

be compelled to practically buy legislation from their public servants.

Wade H. Ellis, while attorney general, could not see there was any grafting in the state printer's department even though in 1906 State Printer Johnson, a Democrat, charged his predecessor, Mark Slater, a Republican, with certain irregularities.

The late W. S. McKinnon, Republican, while speaker of the house several years ago, appointed a committee to investigate the interest grafters in the state treasury department, but the committee fearing disclosures, refused to subpoena witnesses. At the next legislative session, Representative Stockwell, Democrat, had a treasury investigating committee appointed, and, when on a graft lead, met with the retort "It's none of the public's business," from State Treasurer W. S. McKinnon, when asked to produce certain books and papers.

Balked in this manner, the committee failed to accomplish the task set out for it. Republicans made no bona fide effort to bring McKinnon to time although he could have been forced to give up his records.

"They're all honest men" shouted Hon. Andrew L. Harris, from the stump while campaigning for governor more than two years ago. He spoke concerning Republican treasurers, who had been under suspicion of grafting interest on public money. Last year a legislative committee granted immunity to Elson bill bribers. The grand jury will conduct this probe and there will be no immunity baths.

PATRONS GET THE BENEFIT

Increased volume of business enables us to offer 5% interest on certificates of \$1,000.00 and over, running for one year. Inquire about them.

The Knox Building & Loan Co.,
Off. e No. 5 East High Street.

THREATENED

To Shoot Girl When Released From Jail

Akron, O., May 3—Hallie Theiss, twenty-four years old, fainting in police court this morning when Thomas Jenkins, just sentenced to thirty days in the workhouse on her testimony, threatened to shoot her as soon as he is free.

Jenkins has annoyed the girl with his attentions and her parents warned him to stay away from the home. Jenkins then made threats and his arrest followed on a charge of carrying concealed weapons. A physician had to be summoned before the girl was able to leave the court room.

WE HELP

1. DEPOSITORS. We give them safety and five per cent interest for their money. This is mailed to them each six months, and they greatly appreciate our promptness.

2. BORROWERS. We provide them money at straight six per cent interest, with semi-annual settlements, and with privilege of repayment in whole or part at any time. Assets \$4,600,000. The Buckeye State Building and Loan Company, Rankin Building 22 West Gay street, Columbus, Ohio.

SEVERE INJURY

Sustained By Joseph Henley On Wednesday Morning

Mr. Joseph Henley, employed at the jewelry store of A. J. Henley & Co. on South Main street, met with a painful accident while at work at the store on Wednesday morning. He was heating a small glass cylinder over a gas jet when the cylinder burst, throwing the small particles of glass against his face, causing several cuts. The left eyeball was cut in two places by the flying glass, causing very painful wounds. Dr. S. E. Deeley was called in attendance and on examination it was found that the sight of the eye will not be impaired.

A Burglar's Awful Deed may not paralyze a home so completely as a mother's long illness. But Dr. King's New Life Pills are a splendid remedy for women. "They gave me wonderful benefit in constipation and female trouble," wrote Mrs. M. C. Dunlap, of Leadville, Tenn. If ailing, try them. 25c at G. R. Baker & Co. of Mt. Vernon, and F. Fink of Fredericktown.

The Busy Bee uses the best materials and employs the best skilled bakers and as a result produces the best bread. Ten kinds of Buns, Breads and sold by Poppeston, E. Garfield st.

ASSIGNMENT

Of Cases In The Court Of Common Pleas Is Made

Covering A Period From May 8 Until June 2

And This Assignment Includes Only Jury Cases

The Docket Is Heavy This Term Of Court

Other Items Of Interest From Temple Of Justice

The following is the assignment of jury cases in the court of common pleas made by Judge Wickham, commencing Monday, May 8, and concluding Friday, June 2:

Monday, May 8th
Bradford vs. Christel.
Shaffer vs. Burk, et al.
Toledo Film Exchange Co. vs. Blackburn.

Merriman vs. Commissioners of Knox county.

Tuesday, May 9th
Fulton vs. McConnell Wool Co.
People's Bank vs. Bryant.
Cochran vs. Rightmire.
Bebout vs. Winand.
Barre vs. Davidson.
Christman vs. Deholt.

Wednesday, May 10th
Lee vs. Bishop.
Bebout vs. Ward, Admr.
Moomaw-Horton Co. vs. Levering Bros.
Staats vs. Staats.
Loney vs. Porter.

Thursday, May 11th
O'Malley vs. Allen et al.
Harris vs. Herendeen.
Reeves vs. Byrns.
Reeves vs. Byrns et al.

Friday May 12th
Ohio ex rel Marshall vs. Chilcote.

Monday, May 22nd
Rogers and Buckley vs. Cole.
Stewart vs. Insurance Co.
Blue vs. Blue et al.
Church vs. Anderson.
Castell vs. Woolson, Admr.
Sperry & Campbell vs. Mt. Vernon Glass Co.

Tuesday May 23rd
Thomas vs. Thompson Cooper Lodge.

Thompson Bros. vs. The C. A. & C. Ry. Co.
Levering Bros. vs. Horkheimer Bros.
Shoemaker vs. Conkle.
Dunlap vs. Simpkins.

Wednesday, May 24th
Kehrer vs. Camp Glass Co.
Witcher et al. vs. Vance et al.
Witcher et al. vs. Vance et al.
Neptune vs. Ewing, Admr.
Gray vs. Lewis.
McDaniels vs. Lafave et al.

Thursday, May 25th
Reese vs. Hoover-Rowland Co.
Higgins vs. Miller.
Butte vs. Mt. Vernon Bridge Co.
Hunt vs. Rhodes et al.
Parks vs. Torreres.

Friday, May 26th
Pennell vs. Miller.
Jennings vs. The B. & O. R. R. Co.

Wednesday, May 31
Schneble, treas. vs. Cox.
Tims vs. Tims.
Doty vs. The City of Mt. Vernon.
Brokaw vs. Commissioners of Knox county.

Ohio ex rel Dial vs. Saunders.
Thursday, June 1st
Hiawatha Park Co. vs. Botkins et al.
F. & M. Bank vs. Sharp, Admr.
Evers vs. Gardner.
Columbus Buggy Co. vs. Salisbury.
Briggs vs. Scoles.
Kilne vs. Ohio Handle Co.
Kelly vs. Upham Gas Co.
Friday, June 2nd
Buckingham vs. Kelly.
Humbert vs. Jeffries.
Blackford Window Glass Co. vs. Knox County Glass Co.

The Hilliar Estate—
In the matter of the estate of Geo. M. Hilliar, an inventory and appraisal has been filed in probate, showing the following: Personal goods \$230.15, moneys \$3.47, securities \$250, other claims \$826.28. Total \$1,309.80.

First and Final—
Ardelle F. Daniels, administratrix of J. E. Daniels, has filed a first and final account in probate, showing the following: Received \$2,530.67, paid out \$1,931.38, due estate \$329.29.

First Partial—
John L. C. Barker, executor of

Mary L. Van Nostrand, have filed a first partial account in probate as follows: Received \$1,966.19, paid out \$1,147.33, due estate \$818.86.

Deeds Filed—
David W. Wallace to Thos. A. Forsythe, 79 1-2 acres in Morgan, \$6,000.
Elizabeth Armstrong et al. to Robt. J. Armstrong, 2 acres in Brown, \$25.
Robert G. Bennett to Bessie Bennett, lot 83, H. B. Curtis's addition to Mt. Vernon, \$1.
Mattie Love to John Love, lot 85, H. B. Curtis's addition to Mt. Vernon, \$3,000.
Sarah E. Bartlett to A. D. Stokes, lot 5, Bartlett's 2d proposed add., Mt. Vernon, \$400.
Willie Young to Wm. E. Young, lot 42, Kenmore allotment, \$1.

GUILTY

Milner Was Found Of Giving Away Liquor

And Was Given A Fine Of \$100 And Costs

The hearing of E. B. Milner, who was arrested on Sunday afternoon on a charge of unlawfully giving away intoxicating liquor, was held before Mayor C. A. Mitchell at 9 o'clock Wednesday morning. The defendant was found guilty of the charge and was given a fine of \$100 and costs and was committed to jail on his failure to pay the fine.

Four witnesses were examined during the trial, all of whom were present at the resort during Sunday afternoon, but their testimony was greatly varied. Many of the important points brought out by one witness in favor of the defendant were conflicting with the testimony of another, all of them telling a somewhat different story. Two of the state's witnesses were not present at the trial, one of them being confined to his home by illness and the other evidently having left the city.

GOTSHALL BILL

Prohibiting Sale Of Certain Weapons Passes The Senate

The bill introduced in the house by Representative Gotshall of this county prohibiting the sale of brass-knuckles, billies, slungshots, sandbags, blackjacks, or similar weapons, passed the senate Tuesday and now awaits the signature of the governor to make it a law.

State of Ohio, city of Toledo, ss.
Lucas County, ss.
Frank J. Cheney makes oath that he is senior partner of the firm of F. J. Cheney & Co., doing business in the City of Toledo, County and State aforesaid, and that said firm will pay the sum of ONE HUNDRED DOLLARS for each and every case of Catarrh that cannot be cured by the use of HALL'S CATARRH CURE.
FRANK J. CHENEY.
Sworn to before me and subscribed in my presence, this 6th day of December, A. D. 1898.
A. W. GLEASON,
Notary Public.
Hall's Catarrh Cure is taken internally and acts directly upon the blood and mucous surfaces of the system. Send for testimonials, free.
F. J. CHENEY & CO., Toledo, O.
Sold by all Druggists, 75c.
Take Hall's Family Pills for constipation.

NEW TRIALS

On Technical Errors In Civil Cases

Will Be Eradicated Under A Law

Which Is Approved By The Ohio Senate

Columbus, Ohio, May 3—Of sweeping effect, and of the greatest value in Court practice, is the Fulton bill today approved by the Senate after having been passed by the House. It is aimed at eradicating new trials upon errors of pleading in civil cases, by giving to judges the right to certify that justice was done despite technicalities in the conduct of cases.

The measure today passed as approved years ago by the State Bar Association, and was drafted by Judge Edwin S. Kibler, of Licking county. It was introduced by Representative Wm. Duane Fulton, of that county, who succeeded in getting it through, thus ending four years of hard work.

Under the old section judges were instructed to disregard any error or defect of pleadings, or proceedings which "did not effect the substantial rights of the adverse party." It was also provided that no judgment should be reversed of affected by reason of such error or defect. In practice this direction has been honored more in the breach than in the observance. The bill today makes the following new directions:

"In the judgment of any reviewing Court upon any petition in error in any civil action, when it is sought to reverse any final judgment or decree or obtain a new trial upon the issue joined in the pleadings, said reviewing Court shall certify on its journal whether or not in its opinion substantial justice has been done the party complaining, as shown by the record of the proceedings and judgment under review. In case such reviewing Court shall determine and certify that in its opinion substantial justice has been done to the party complaining as shown by the record, all alleged errors occurring at the trial shall be disregarded, and such judgment or decree under review shall

be affirmed, or it shall be modified if in the opinion of such reviewing Court a modification thereof will do more complete justice to the party complaining. In case such reviewing Court shall determine and certify that in its opinion substantial justice has not been done to the party complaining as shown by the record * * * such reviewing Court shall proceed as provided in Section 12272 of the General Code.

"Section 12254. In a civil case of proceeding, except when its jurisdiction is original, and except as provided by Section 11364 of the General Code, the Supreme Court shall not be required to determine as to the weight of the evidence."

At the hearing today the bill was opposed by Deaton, of Champaign; Deaton, of Lucas; Doster, of Highland; Dore, of Seneca; Holdren, of Fayette; Keller, of Lucas; Turinton, of Col umbiana; Tod, of Mahoning; and Todd, of Franklin.

Senator Cahill, of Preble, said it is "in the interest of the common people, who often are denied justice in legal fights from Court to Court until they are frozen out." Todd, of Franklin, said in its practical effect it substituted the reviewing Court for the jury, and abrogated the jury system to that extent.

It is comparatively easy to see how Sam Lloyd, who invented "pigs in color" and other puzzles, died worth a million or more, but how a whole lot of other millionaires got theirs is the biggest puzzle of all.

SHERIFF'S SALE

Mary Z. Brumbaugh vs. Chas. A. Harris and Elizabeth Harris.
Knox Common Pleas.
By virtue of an order of sale issued out of the Court of Common Pleas, Knox County, Ohio, and to me directed, I will offer for sale at the door of the Court House, in Mount Vernon, Knox County, on

Saturday, the 3rd Day of June, 1911,

between the hours of 1 p. m. and 3 p. m. of said day, the following described lands and tenements, to-wit:
Subject to the dower of Elizabeth Harris, Situate in the county of Knox and State of Ohio, being in the second quarter of the seventh township of range eleven, U. S. M. lands, commencing by boundary at the Northwest corner of said quarter township; thence South 88 degrees, East 14.30 perches; thence South 2 1-2 degrees West 12.94 perches; thence North 81 degrees 14.30 perches; thence North 2 1-2 degrees, East 12.94 perches to the place of beginning containing one hundred acres, appraised at \$4,500.00, subject to the dower of Elizabeth Harris.
Terms of Sale—One-third in hand, one-third in one year and one-third in two years from date of sale. The deferred payments to be secured by a mortgage upon the premises sold, or the purchaser may elect to pay in cash.
P. J. PARKER,
Sheriff Knox County, Ohio.
A. J. Workman, attorney for plaintiff.
4-25-5,12,19,35

ROAD NOTICE

Notice is hereby given that a petition will be presented to the Commissioners of Knox county, at their next session June 5, A. D. 1911, praying for the vacating of a road on the following line, to-wit: Beginning at the corner of Pike township line road and running West fifty-one rods along the line between the lands of John L. Gilmore and O. L. McCoy to a chestnut tree; thence from said chestnut tree Northwest eighty-three rods through the lands of O. L. McCoy to the line between the lands of O. L. McCoy and the Love farm; thence North one hundred rods along the line between the lands of O. L. McCoy and the Love farm to the Ankenytown road.

O. L. MCCOY,
Principal Petitioner.
May 2, A. D. 1911.
5-5,12,19,35

ROAD NOTICE

Notice is hereby given that a petition will be presented to the Commissioners of Knox county, at their next session June 5, A. D. 1911, praying for the opening of a road on the following line, to-wit: Beginning at the corner of Pike township line road and running West fifty-one rods along the line between the lands of John L. Gilmore and O. L. McCoy to a chestnut tree; thence from said chestnut tree Northwest eighty-three rods through the lands of O. L. McCoy to the line between the lands of O. L. McCoy and the Love farm; thence North one hundred rods along the line between the lands of O. L. McCoy and the Love farm to the Ankenytown road.

O. L. MCCOY,
Principal Petitioner.
May 2, A. D. 1911.
5-5,12,19,35

RECEIVER'S SALE

Notice is hereby given that the undersigned, as receiver of The Mambour Glass Sheet Machine Company will offer for sale at public vendue, at the door of the Court House in Mount Vernon, Ohio, on Saturday, June 10, 1911 at 2:00 o'clock p. m., the property belonging to said company, to-wit: United States Government Letters Patent No. 894926, for a glass producing system. United States Government Letters Patent No. 919653, for glass drawing apparatus. Appraised at \$500.00. Terms of sale, cash in hand.
F. O. LEECHING,
Receiver of The Mambour Glass Sheet Machine Company.
5-5,12,19,35-5

LEGAL NOTICE

Julia Toy, whose residence is unknown, will take notice that on the 28th day of March A. D. 1911, an instrument of writing purporting to be the last will and testament of Patrick A. Berry, deceased, of Clinton township, Knox county, Ohio, deceased, was produced in open court, and an application to admit the same to probate was on the same day made in said court.

Said application will be for hearing before said court, on the 20th day of May A. D. 1911, at 10 a. m.

Witness my hand and seal of said court this 28th day of April, A. D. 1911.
(SEAL) PATRICK A. BERRY,
Probate Judge, Knox County, Ohio.
4-25-5,12,19

NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the Clerk of the Board of Education of the Mount Vernon Special School District, Knox Co., Ohio, until 11 o'clock noon.

Saturday, May 20, 1911

for the labor and furnishing of material necessary to complete the school building on the property owned by the said board in said district in accordance with the plans and specifications now on file and open to inspection, in the office of said clerk of said Board of Education.

Each bid must contain the name of each party interested in it and be accompanied by either a certified check or a bond to be approved by the Board for the sum of two hundred dollars.

Each bid for the labor and furnishing of material must be itemized.

All proposals must be sealed, addressed to the clerk and endorsed on the outside showing the name of bidder.

The Board of Education reserves the right to reject any and all proposals.

Bond to be approved by the Board for full amount of contract is required on all contracts.

By order of the board,
W. W. WHITNEY, Clerk.
Howard, Ohio, R. D. No. 1
4-25-5,12,19

NOTICE TO CONTRACTORS

Notice is hereby given that the Board of Commissioners of Knox County, Ohio, will receive sealed proposals on Friday, May 12th, 1911, at the office of the County Auditor, Mt. Vernon, Ohio, for performing the labor and furnishing the material necessary to the erection of a "Cottage" at the Infirmary Farm, near Mt. Vernon, Ohio, in accordance with the plans, specifications, descriptions and bills of material now on file in the office of the county auditor. Said plans, specifications and bills of material may be seen at said auditor's office at any time during regular office hours from the date of this notice up to the time of receiving proposals as fixed herein.

A contract or contracts based upon said sealed proposals will be made with the person, or persons, who offer to perform the labor and furnish the material at the lowest price and give good and sufficient bond for the faithful performance of their contracts in accordance to the plans, specifications and descriptions herein referred to, which plans, specifications and descriptions are to be made a part of the contracts. Said work to be completed by July 1st, 1911. A bid bond, or certified check, to the amount of 25 per cent of the contract price should accompany each bid.

Bids should be sealed and endorsed "Bids for Infirmary Cottage."

The board reserves the right to reject any or all bids.

IRVING YOUNG,
County Auditor.
Mt. Vernon, O., April 11, 1911.
4-11-12,19

FACTS ABOUT

KNOX COUNTY SAVINGS BANK

63. It aims in every way to protect the interests of its patrons and all employees are strictly forbidden to impart any information concerning the business of its depositors.

64. It issues drafts on New York, Chicago, Baltimore, Pittsburgh, Cincinnati, Cleveland and Columbus, which are available at any point in the United States and for which no charge is made to depositors.

West Side Noble Square

Clothes That Satisfy
—Men, Young Men & Boys—

Our new Spring Clothes represent patterns and colorings not usually found in Ready-To-Wear Clothes. Every suit is cut and tailored equal to the best made-to-measure garments and we defy the most experienced tailor to tell the difference. If you will come into our store and simply try on a suit or two, we can readily show you the difference in them, as compared with others. And remember, too, they cost no more than ordinary advertised clothes, and you get twice as much SERVICE out of them. You are welcome to look.

Hole-Proof Hose for Everybody.
See our Wash Suits for Boys.

THE HOME OF GOOD CLOTHES

Milto & S. Lewis Successor to Quaid's

